

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

14654-DE, E6
SEP 27 1996 7 AM

September 26, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: BASF 1985 - Recordation Number 14654

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies each of the following secondary documents: Amendment No. 2 to Conditional Sale Agreement and Amendment No. 2 to Lease of Railroad Equipment, both dated September 24, 1996 and two Assignments of Instruments, one dated September 24, 1996 and the other dated September 26, 1996.

The enclosed documents relate to the Conditional Sale Agreement and other documents previously filed with the Commission under Recordation Number 14654.

The names and addresses of the parties to the enclosed documents are:

Amendment No. 2 to Conditional Sale Agreement

Owner: Barclays Business Credit, Inc.
75 Wall Street, 12th Floor
New York, New York 10265

Bank: Barclays Bank PLC
75 Wall Street, 12th Floor
New York, New York 10265

14654-6
RECORDATION NO. 14654-6

SEP 27 1996 9:25 AM

ASSIGNMENT OF INSTRUMENTS (BASF 1985)

**Relating to Purchase and Sale Agreement (BASF 1985)
dated as of March 31, 1996 between
Barclays Business Credit, Inc. and The Provident Bank**

- Conditional Sale Agreement dated as of May 17, 1985 ("Conditional Sale Agreement") between ACF Industries, Incorporated ("ACFI"), Trinity Industries, Inc. ("Trinity") and Union Tank Car Co. ("Union") and Barclays Business Credit, Inc. (successor by merger to Barclays Leasing, Inc. (f/k/a Barclays American/Leasing, Inc.)) ("BBCI"), filed with the Interstate Commerce Commission on May 22, 1985 pursuant to 49 U.S.C. §11303, instrument no. 14654.
- Amendment to Conditional Sale Agreement dated as of August 30, 1985 between BBCI and Barclays Bank PLC ("Barclays"), as assignee of ACFI, Trinity and Union, which has not been filed with the Interstate Commerce Commission.
- Lease of Railroad Equipment dated as of May 17, 1985 between BASF Corporation (successor to Badische Corporation) ("BASF"), lessee, and BBCI, lessor, filed with the Interstate Commerce Commission on May 22, 1985 pursuant to 49 U.S.C. §11303, instrument no. 14654-B.
- Amendment to Lease of Railroad Equipment dated as of August 30, 1985 between BASF and BBCI, which has not been filed with the Interstate Commerce Commission.
- Assignment of Lease and Agreement dated as of May 17, 1985 between BBCI and Barclays, filed with the Interstate Commerce Commission on May 22, 1985 pursuant to 49 U.S.C. §11303, instrument no. 14654-C.
- Agreement and Assignment dated as of May 17, 1985, between ACFI, Trinity, Union and Barclays, filed with the Interstate Commerce Commission on May 22, 1985 pursuant to 49 U.S.C. §11303, instrument no. 14654-A.
- Indemnity Agreement dated as of May 17, 1985, between BASF and BBCI.
- Participation Agreement dated as of May 17, 1985, among BASF, BBCI and Barclays.
- Amendment to Participation Agreement dated as of August 30, 1985 among BASF, BBCI and Barclays.
- Amendment No. 2 to Conditional Sale Agreement [BASF '85] dated as of September 24, 1996 between BBCI and Barclays.

• Amendment No. 2 to Lease of Railroad Equipment dated as of September 24, 1996 between BASF and BBCI.

The foregoing instruments (each as heretofore amended) are hereinafter collectively called the "Transaction Documents."

Pursuant to the Purchase and Sale Agreement dated as of March 31, 1996 (the "Purchase Agreement") between BBCI and The Provident Bank, ("Provident"), BBCI has agreed to transfer and assign to Provident all right, title and interest of BBCI in, to and under the Transaction Documents and the units of railroad equipment subject thereto from time to time.

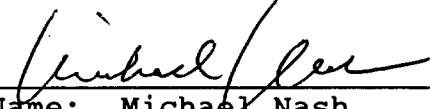
BBCI hereby assigns, transfers and sets over unto Provident, its successors and assigns all right, title and interest of BBCI in, to and under the Transaction Documents and the units of railroad equipment subject thereto from time to time. Provident hereby accepts such assignment, transfer and setting over and assumes all of BBCI's rights, benefits, and interests in, to and under, and BBCI's duties, liabilities and obligations under and in respect of, the Transaction Documents SUBJECT NEVERTHELESS to Section 4.8 of Conditional Sale Agreement.

This Assignment of Instruments shall evidence the assignment of the Transaction Documents on the records of the Surface Transportation Board of the Department of Transportation. Nothing in this Assignment of Instruments shall be deemed to amend, modify or otherwise alter the provisions of the Purchase Agreement.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Instruments to be executed by an officer thereunto duly authorized on the 26 day of September, 1996.

BARCLAYS BUSINESS CREDIT, INC.
75 Wall Street, 12th Floor
New York, New York 10265

By: 
Name: Michael Nash
Title: Senior Vice President

THE PROVIDENT BANK
One East Fourth Street
Suite 700
Cincinnati, Ohio 75202


By: _____
Name: Forest C. Frank
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Instruments to be executed by an officer thereunto duly authorized on the 24 day of September, 1996.

BARCLAYS BUSINESS CREDIT, INC.
75 Wall Street, 12th Floor
New York, New York 10265

By: _____
Name: Michael Nash
Title: Senior Vice President

THE PROVIDENT BANK
One East Fourth Street
Suite 700
Cincinnati, Ohio 75202

By:  _____
Name: Forest C. Frank
Title: Senior Vice President

STATE OF NEW YORK)
) ss.:
County of New York)

On September __, 1996, before me personally came Michael Nash, known to me, who, being sworn by me, deposed and said that he is the Senior Vice President of Barclays Business Credit, Inc., the corporation described in and which executed the above instrument; that he signed his name thereto by authority of the board of directors of the corporation.

Randall K. Helms
Notary Public
Name:

RANDALL S. SCHULTZ
Notary Public, State of New York
No. 31-4931219
Qualified in New York County
Commission Expires June 27, 1998

STATE OF OHIO)
) ss.:
County of _____)

On Sepetember __, 1996, before me personally came Forest C. Frank, known to me, who, being sworn by me, deposed and said that that he is the Senior Vice President of The Provident Bank, the corporation described in and which executed the above instrument; that he signed his name thereto by authority of the board of directors of the corporation.


Notary Public
Name:

RICHARD SIEGEL
Notary Public, State of Ohio
My Commission has no Expiration date
Section 147.03 R. C.